

## SC Department of Natural Resources

1000 Assembly Street, Room 242-B

P.O. Box 167

Columbia, SC 29202

(Return bid to above address.)

**Jessica Monts, Procurement Specialist**

Phone: (803) 734-3984

Fax: (803) 734-5973

E-Mail: [MontsJ@dnr.sc.gov](mailto:MontsJ@dnr.sc.gov)

<http://www.dnr.state.sc.us/admin/procure/bulletin.html>

### **BID INVITATION**

Sealed bids will be received until:	Bid Number: <b>B911063JM</b>
<b>11:00 am, February 16<sup>th</sup>, 2007</b>	
Local time, then publicly opened.	Contract Term: <b>Date of Award thru June 2010</b> The above date reflects the maximum contract period. See Term/Option clause in bid for initial period.

Title: **Law Enforcement Boating Patrol Uniform Shorts**

Mailing Date: <b>January 25<sup>th</sup>, 2007</b>	Direct Inquiries to: <b>Jessica Monts</b>
William T. Pace, Jr., CPPO Dir. of Procurement Serv.	Req. Number: <b>911063</b>
Vendor Name:	FEIN or Social Security Number
Vendor Mailing Address:	Reason for no bid:
City, State, Zip:	Telephone Number: Fax Number: E-mail Address: Internet Address:
Authorized Signature (Manual):	Authorized Signature (Typed), Title:

Deliver supplies/services FOB destination to the following address unless specified differently elsewhere herein: **SCDNR, Law Enforcement Supply Room, Styx Receiving Compound, 2760 Fish Hatchery Rd., West Columbia, SC 29172, ATTN: Joey Rentiers**

### **MUST BE SIGNED TO BE VALID**

By signing this bid, I certify, under penalties of perjury that we have complied with section 12-54-1020(b) of the SC Code of Laws of 1976 as amended, relating to payment of taxes.

\*\*\* Bid number and opening date must be shown on sealed envelope. \*\*\*

\*\*\*Bid award will be posted at 1000 Assembly Street, outside Room 252, Columbia, SC 29201. \*\*\*

\*\*\*If a statement of award is desired, please enclose a self-addressed stamped envelope. \*\*\*

### **Bid Acceptance Period**

In compliance with the invitation, and subject to all conditions thereof, the signer offers and agrees, if this bid is accepted within \_\_\_\_\_ days from the date of opening, to furnish any or all items/services quoted at the prices set forth. Acceptance period will be thirty (30) days unless specified otherwise above.

## **SC RVP & SC/US Preferences**

### **SC Resident Vendor Preference**

I certify that I am a resident vendor meeting all qualifications as defined in Section 11-35-1524 of the SC Consolidated Procurement Code and hereby request the preference be exercised on my behalf in the consideration of award of this bid.

\*In order to make claim for this preference in the award of this bid, the person signing the bid must place their initials here \_\_\_\_\_.

\*Address and phone number of SC office. (Must be completed if making claim)  
 \_\_\_\_\_ Phone # \_\_\_\_\_

### **SC/US Made, Manufactured or Grown End-Product Preference**

\*By signing bid and checking the appropriate space(s) provided and identified on the bid pricing schedule, vendor certifies that the end product(s) as shown in this bid are either made, manufactured or grown in South Carolina or other States of the United States, ref: 11-35-1524. The preference does not apply to services.

Note: These do not apply to a vendor of goods, whether in quantity or not, when the price of a single unit is more than \$30,000.00, or to any procurement where to contract award is less than \$10,000.00.

Notice: Important information pertaining to preferences.

\*If a bidder has not requested the preferences he will neither be entitled to claim any preference against another bidder nor will he be protected from application of another bidder's claim to a preference against his bid in determining contract award.

### **Discussion with Bidders**

Discussion may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids.

### **Discussions/Negotiations**

By submission of a bid/proposal, the bidder/proposer agrees that their bid/proposal is based on the written specifications, terms and conditions and any written amendments issued by the procurement officer of record. The bidder/proposer agrees that during the period following issuance of a bid/proposal and prior to notification of intent and/or award of contract, bidder/proposer shall not discuss this procurement with any party except the procurement officer of record of the SC Department of Natural Resources or other parties designated in this solicitation. A bidder/proposer may have their bid/proposal rejected if they violate this condition.

### **Funding Notice**

The award of this bid is being funded in whole or in part by federal funds. The percentage of the total cost of this bid that will be financed by federal funds is as indicated n/a %, project dollar amount \$ n/a, and percentage of project financed by non-governmental sources \$ n/a.

The State of South Carolina, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000D-4 and title 499, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally-assisted programs of the DOT issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or natural origin in consideration for an award.

## **INSTRUCTION TO BIDDERS**

Only one copy of the invitation to bid is required.

Bids, amendments thereto or withdrawal request must be received by the time advertised for bid opening to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening shall be governed by regulation 19-445.2085.

When specifications or descriptive papers are submitted with bid invitation, enter bidder's name thereon. Submit your signed bid on this form. Show bid number on envelope as instructed. The State of South Carolina assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a bid number are placed directly under locked security until the date and time of opening. Do not include more than one bid invitation per envelope. If directing any other correspondence, address the envelope to the procurement specialist but do not include the bid number on this envelope since it does not include your bid.

Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The State reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State or its agents for its determination in this regard.

By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.

Tie bids will be resolved as outlined in Section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.

Do not include any taxes in the bid price shown that the State may be required to pay. Upon submission of a bid by a State agency, the procurement officer will compute a 5% sales/use tax to the non-state agency bids when applicable (service/labor excluded) in determining the low bidder. This procedure is necessary by S.C. Tax Commission sales and use tax regulation 117-174-.95.

Any vendor desiring to exercise rights under section 11-35-4210 (right to protest) of the South Carolina Consolidated Procurement Code should direct all correspondence to the Chief Procurement Officer, Materials Management Office, 1201 Main Street, Suite 600, Columbia, SC 29201.

**GENERAL PROVISIONS**

**Bid Rejection/Cancellation:** The State of South Carolina reserves the right to reject any and all bids and to cancel the solicitation.

**Unit Price Governing:** Unit prices will govern over extended prices unless otherwise stated in bid invitation.

**Bidders Qualification:** Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The S.C. Department of Natural Resources reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

**Solicitation Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the S.C. Department of Natural Resources and the procurement officer shall not be legally bound by any amendment to provide interpretation that is not in writing.

**Bidders Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint him with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

**Award Criteria:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the invitation for bids.

**Rejection:** The State reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the State.

**Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the S.C. Department of Natural Resources in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

**Waiver:** The State reserves the right to waive any instruction to bidders, general or special provision, general or special condition, or specifications deviation in accordance with the authority provided in regulation 19-445.2080.

**Order of Precedence:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

**Correction of Errors on This Bid Form:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

### **GENERAL CONTRACT CLAUSES**

**Default:** In case of default by the contractor, the State reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

**Non-appropriations:** Any contract entered into by the State or its departments, institutions, agencies, political subdivisions or other entities from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriate year.

**Contract Administration:** Questions or problems arising after award of this contract shall be directed to the S.C. Department of Natural Resources, 1000 Assembly Street, Columbia, S.C. 29201.

**Force Majeure:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of god or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemic, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

**Save Harmless:** (This clause does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and all State officers, agents, and employees, from all suits of claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the State if such patent trademark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.

**Publicity Releases:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to State or imply that the products or services provided are endorsed or preferred by the user.

**Quality of Product:** (This clause does not apply to solicitations for printing and service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in 11-35-310 of the Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the bid invitation.

**Tax Credit Availability:** Vendors interested in income tax credit availability by subcontracting with certified minority firms should contact Office of Small & Minority Business Assistance, 1205 Pendleton Street, Columbia, S.C. (803) 734-0562).

**S.C. Law Clause:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

**Termination:** Subject to the conditions below, the contract may be terminated for any reason by the Department of Natural Resources providing 30 days advance notice in writing is given to the contractor.

**Termination for Convenience:** In the event that this contract is terminated or cancelled upon request and for the convenience of the State without the required thirty (30) days advance written notice, then the State may negotiate reasonable termination costs, if applicable.

**Termination for Cause:** Termination by the State for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply. (See Default Clause)

**Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the S.C. Department of Natural Resources.

**Assignment:** No contract or its provisions may be assigned, sublet or transferred without the written consent of the SC Department of Natural Resources.

**Affirmative Action:** The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R 60 - 1.4, 60-250.4 and 60-7

**Protection of Human Health and the Environment:** The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and the Environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to, "The Hazard Communication Standard" OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

**Payment of Goods & Services:** Payment of goods and services received by the State shall be processed in accordance with section 11-35-45 of the South Carolina Procurement Code.

**SPECIAL SOLICITATION PROVISIONS**

**Scope:** Furnish and deliver Law Enforcement boating patrol uniform shorts complying with the enclosed description and/or specifications and conditions as applicable to this bid notice.

**Bidding Instructions:** The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The offeror must include with his bid, supporting product data sufficient for the State to determine equality and acceptability. The right is reserved to reject any offering in which the items offered are considered unsatisfactory in any manner. The State will determine if minor deviations from the listed features are acceptable.

**Evaluation/Award:** Award will be made to one bidder for entire quantity.

**Delivery:** Deliveries shall be FOB destination, freight prepaid. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the State. Any claim for loss or damage shall be between the contractor and the carrier.

## **SPECIAL CONDITIONS CLAUSES**

Warranty: Manufacturer's standard warranty will be required in writing with delivery of product.

Indemnification: The State of South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted within the contractor's bid.

Contract Period: Initial contract period is from day of Award to June 30<sup>th</sup>, 2007. Renewals will be for one fiscal year, July 1<sup>st</sup> to June 30<sup>th</sup>, and will automatically extend on each anniversary date unless either party elects otherwise as allowed in the contract. The extensions may be less than, but not exceed (4) additional one year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the SC Department of Natural Resources of its intention in writing at least ninety (90) days prior to the anniversary date.

Price Adjustment: Price shall remain firm through June 30<sup>th</sup>, 2008. Any request for price increase must be submitted to the SC Department of Natural Resources at least ninety (90) days prior to the automatic extension (price increase will only become effective if agreed to in writing by the SC Department of Natural Resources). The maximum increase will not exceed the unadjusted index (PPI), table 6 for all commodities or in the consumer price index (CPI) for all urban customers (CPI-u) under "other goods and services".

## **IMPORTANT NOTICE**

Bidder/Offeror

Re: S.C. Withholding Tax Amendments

Code Section 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriation Bill, Part II amended the above referenced code section to eliminate withholding from payments to nonresident contractors and rental recipients if the nonresident is registered or registers with the S.C. Department of Revenue or the S.C. Secretary of State's Office. The nonresident must provide an affidavit to whomever they are contracting with to that effect.

The entity or person letting the contract to the nonresident will retain the affidavit. In the absence of an affidavit being provided, withholding will be required (contracts--2%, rental or royalty recipients--7% for corporations, or 5% for individuals and partnerships).

The filing of the affidavit affirming registration by the nonresident eliminates the requirement to withhold by those letting contracts to nonresident as well as the posting of the surety bond by the nonresident. Enclosed is an affidavit and instructions to be used when contracting with nonresidents.

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803)898-5872 or writing the S.C. Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140.

## **INSTRUCTIONS**

### **NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

#### **REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS**

Code Section 12-9-310(A)(3) requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.00 in any one calendar year.

Code Section 12-9-310(A)(2) requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

#### **PURPOSE OF AFFIDAVIT**

A person is not required to withhold taxes with regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

#### **TERM AND DURATION OF AFFIDAVIT**

It is recommended that an affidavit be obtained from a nonresident taxpayer for each separate contract or agreement. Otherwise, the affidavit submitted by a nonresident taxpayer shall remain in effect for a period of three (3) years, or for a lesser time if the person earlier receives notice of revocation of exemption from withholding from the South Carolina Department of Revenue.

**STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE  
NONRESIDENT TAX PAYER REGISTRATION AFFIDAVIT  
INCOME TAX WITHHOLDING**

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Owner, Partner(s) or Corporate Name of Nonresident Taxpayer:

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2. Trade Name (Doing Business As):

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3. Mailing Address:

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4. Federal Identification Number:

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5. \_\_\_\_\_ Hiring or Contracting with:

Name:

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Address:

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\_\_\_\_\_ Receiving Rentals or Royalties From:

Name:

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Address:

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6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate statement below):

\_\_\_\_\_ The South Carolina Secretary of State or

\_\_\_\_\_ The South Carolina Department of Revenue

Date of Registration:

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7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that fine; imprisonment or both could punish any false statement contained herein.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-40(b)(6)(f)(5), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal)

(Signature of Owner, Partner or Corporate Officer)

Date

If Corporate officer state title:

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(Name - Please Print)

**Internet Accessibility, Release of Copyright and Publishing Rights**

It is the intent of the Department of Natural Resources to provide resource information to Department employees, vendors and the general public through the Department's Web Page. This information is featured in the "Doing Business with DNR" section of the web page. From time to time, product information, product literature and photographs of products may be used to further emphasize the Department's mission or to emphasize or introduce a certain product to our employees that may be under contract.

The execution of this document, your firms signature, hereby authorizes and gives permission to the Department of Natural Resources to utilize product literature, photographs and product information as necessary to disseminate this information to its web users.

At times, the Department may request digital prepared photographs (data saved to disk that can be uploaded to the web server) and literature formatted for web publication that your firm has readily available and may be currently using in its own web site. This information will be provided to the department at no cost.

The successful bidder shall indemnify and save harmless the State of South Carolina and all State officers, agents, and employees, from all suits of claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the State if such patent trademark or copyright infringement or claim is based upon the States' use of material furnished to the State by the bidder.

Bidder is in agreement with the terms and conditions of this copyright release by the execution of this document by the representative company official below:

\_\_\_\_\_(Seal)\_\_\_\_\_  
 (Signature of Owner, Partner or Corporate Officer)      Date

If Corporate Officer state title:

\_\_\_\_\_  
 \_\_\_\_\_  
 (Name - Please Print)

My company is not currently represented on the Internet and/or wish not to participate in exchanging company product literature, photographs for your agency use. I have indicated below.

Please Check Which Applies.

Wish not to participate\_\_\_\_\_

Not currently represented\_\_\_\_\_

## **South Carolina Department of Natural Resources**

### **Specifications for Law Enforcement Boating Patrol Uniform Shorts**

By naming a manufacturer and model style, it is not the intention to deter competitive bidding, the purpose is to identify and establish a satisfactory level of quality and competent apparel for the DNR.

#### **General**

It is the intent of the South Carolina Department of Natural Resources to establish up to a four-year contract for the purpose of purchasing 5.11 Shorts. However, in that the uniform garments requested on behalf of the DNR is the dominant boating uniform short worn by law enforcement officers and other department employees, consequently, the Department of Natural Resources will exercise full responsibility and authority in reviewing all bids submitted and evaluating the construction requirements of the specifications called for herein.

All shorts must be of the materials called for herein and tailored in first class workmanship and made from patterns to ensure proper fit and proportioned in accordance to the size. Shorts must be of the design, style and make up of duplicate shorts on display in the Procurement office, located in suite 243, South Carolina Department of Natural Resources, 1000 Assembly Street, Columbia, SC, 29202.

#### **Manufacturers:**

In order to ensure compliance with the terms of this contract and the specifications called for herein, it is in the interest of the South Carolina Department of Natural Resources to limit the manufacturing of these shorts garments to manufacturers that are able to duplicate the current shorts.

#### **Type of Contract:**

An agency contract will be awarded for the period indicated and in accordance with the provisions and conditions of this solicitation. The South Carolina Department of Natural Resources will be responsible for evaluating the technical aspects of all bids.

#### **Volume:**

Quantities shown herein are estimated requirements for the initial contract period and the state does not obligate itself to purchase the full quantities indicated but the price offered must be allowed should the quantities be less. The State's requirement may exceed the quantities shown and all orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions hereinafter set forth, except that the contractor shall not be required to ship any amount in excess of the normal use requirements of the ordering agency for a period beginning with the date of the purchase order and sixty (60) days after expiration of the contract.

#### **Evaluation/awards:**

Award will be made to one bidder for entire quantity of the entire contract period.

#### **Delivery Conditions:**

Bidders are to note the detailed delivery requirements related to packaging and destination point requested by the South Carolina Department of Natural Resources.

**Specifications:**

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications and successful bidder will be held responsible. Therefore, deviations must be explained in detail on separate attached sheet(s).

**Delivery time:**

Items shall be delivered within five (5) weeks after receipt of order.

**Penalty clause:**

Failure to comply with delivery schedule will result in a penalty being assessed against the contractor of \$.25 per garment unit per day payable to the South Carolina Department of Natural Resources.

**Term/option to extend:**

Initial contract period: from award of contract to June 30<sup>th</sup>, 2007. This contract will automatically extend on the anniversary of each successful year, unless either party elects otherwise as allowed in the contract. The extensions may be less than, but will not exceed (3) additional one years periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the SC Department of Natural Resources, Procurement Services of its intention in writing 90 days prior to the anniversary date.

**Sample:**

All bidders wishing to supply said garment must submit a sample in accordance with construction requirements of the specification on or before bid opening date in the following sizes.

**Reference  
Item**

- 1        5.11 Tactical Shorts, size 34, olive drab color
- 2        5.11 Academy Shorts, size 34, olive drab color

Samples are to be sent to the following address:  
 South Carolina Department of Natural Resources  
 Procurement Services  
 ATTN: Jessica Monts  
 1000 Assembly St.  
 Columbia, SC 29202

**Failure to submit required samples within the specified time frame will result in bid disqualification.**

Once contractor is awarded the contract, five additional garment samples in sizes to be determined by the South Carolina Department of Natural Resources must be supplied prior to production. The samples must be manufactured in accordance with fabric specification herein.

**Packing:**

Shirts are to be packaged in quantities as specified by design and size. The quantity and contents marked on outside of boxes.

**Quantity:**

The quantity stipulated on the bid notice is only a current estimate of the South Carolina Department of Natural Resources needs. The quantity could increase/decrease when the actual need is forwarded to successful bidder.

**Estimated short needs  
Over a four (4) year period**

<u>Year</u>	<u>5.11 Tactical Boat Shorts</u>	<u>5.11 Academy Boat Shorts</u>
2007	300	300
2008	300	300
2009	300	300
2010	300	300

**Size:**

The stock available sizes needed are stipulated on the bid notice.

**Anticipated ordering/shipment schedule:**

It is anticipated the aforementioned ordering and shipment schedule for the South Carolina Department of Natural Resources will be followed during the terms of this contract.

	<u>Anticipated Ordering</u>	<u>Anticipated Delivery</u>
1 <sup>st</sup> year	February 2007	Delivery March 2007
2 <sup>nd</sup> year	February 2008	Delivery March 2008
3 <sup>rd</sup> year	February 2009	Delivery March 2009
4 <sup>th</sup> year	February 2010	Delivery March 2010

**Regulations and standards:**

All work shall be performed and completed in a thorough workmanlike and professional manner in accordance with best modern practices and standards of the industry, regardless of any omissions from the attached specifications and/or drawings. Where such standards of manufacturing exist, such standards shall supplement the specifications and shall take precedence in case of conflict.

**Partial shipment clause:**

The South Carolina Department of Natural Resources will not accept partial shipments. The only shipment that will be accepted will be a single order complete shipment.

**Refill Orders**

It is encumbered upon the successful vendor to ensure that the manufacturer maintains adequate stock to fill individual re-orders received from this Department within 25 working days. The intent is to minimize the dollar investment this Department/State will have to make to supply its Supply Room.

**Destination:**

FOB destination: The term FOB shall mean delivered and unloaded onto the receiving dock of the agency(s) listed with all charges for transportation and unloading prepaid by the contractor.

## **South Carolina DNR**

### **5.11 Tactical Boating Shorts**

#### **Specifications**

#### **Model Number:**

To be 5.11 Tactical Shorts, Model # 73285 (Sizes 28-44), Model 73285L (Sizes 46-54)

#### **Fabric:**

8.5 oz. 100% Cotton Canvas

#### **Design:**

The short shall incorporate a pleated front and two (2) front slash pockets, two (2) cargo pockets, two (2) rear slash pockets – with the right pocket having a 5.11 trademark utility strap, and one cell phone/ magazine pocket. The short must have double needle construction throughout all major seams. There is a double-layer seat and 45 bar tacks for added strength and durability.

#### **Pocket Design:**

The short shall have two (2) front slash pockets with double needle stitching.

The two (2) cargo pockets, (one on each side seam) shall measure 7 ½" X 7 ½" with a 1" bellow at the center. The pockets will be centered across the side seam. The pocket flaps shall be mitered and secured with 1 ½ X ½ inch hook and loop tabs at each corner.

There shall be a cell phone/ magazine pocket above one of the cargo pockets with a flap and hook and loop closure.

Two rear slash pockets, each with a hook and loop closure in the middle of the pocket. The right rear slash pocket has the 5.11 trademark utility strap.

#### **Waistband:**

The short will be made with 1 ½" wide elastic on each side of the waistband, allowing the waist to expand up to 4" in circumference for increased comfort and mobility. The waistband shall be closed with a PRYM snap and a French fly. The waistband must be topstitched for added strength.

#### **Belt Loops:**

Belt loops shall be keystone style and have a minimum opening of 2". There must be a minimum of five (5) belt loops at the waist, 2 in front and 3 in back. There is a D ring at the right front belt loop.

#### **Buttons/Zippers/Snaps:**

YKK Zipper  
PRYM Snap

**Stitching, Pressing & Finishing:**

Short must be stitched with matching thread. Short must be cleaned and finished to eliminate loose threads.

**Labels:**

Short must have a care label, size label, country of origin and fiber content label permanently attached to the garment.

**Stock Sizes:**

Short must be available in the following stock sizes: 28 – 54 waist, 9" inseam.

**Color:**

5.11 Tactical Short must be available in the following colors: OD Green, Khaki.

**South Carolina DNR**  
**5.11 Academy Boating Shorts**  
**Specifications**

**Model Number:**

To be 5.11 Academy Shorts Model 73312 (Sizes 28-54)

**Fabric:**

8.5 oz. 100% Cotton Canvas with anti-wrinkle and anti-fade treatment

**Design:**

The short shall incorporate a pleated front and two (2) front slash pockets, two (2) cargo pockets, two (2) rear slash pockets – with the right pocket having a 5.11 trademark utility strap, and one cell phone/ magazine pocket. The short must have double needle construction throughout all major seams. There is a double-layer seat and 45 bar tacks for added strength and durability.

**Pocket Design:**

The short shall have two (2) front slash pockets with double needle stitching.

The two (2) cargo pockets, (one on each side seam) shall measure 7 ½" X 7 ½" with a 1" bellow at the center. The pockets will be centered across the side seam. The pocket flaps shall be mitered and secured with 1 ½ X ½ inch Velcro tabs at each corner.

There shall be a cell phone/ magazine pocket above one of the cargo pockets with a flap and Velcro closure.

Two rear slash pockets, each with a Velcro closure in the middle of the pocket. The right rear slash pocket has the 5.11 trademark utility strap.

**Waistband:**

The short will be made with 1 ½" wide elastic on each side of the waistband, allowing the waist to expand up to 4" in circumference for increased comfort and mobility. The waistband shall be closed with a PRYM snap and a French fly. The waistband must be topstitched for added strength.

**Belt Loops:**

Belt loops shall be keystone style and have a minimum opening of 2". There must be a minimum of five (5) belt loops at the waist, 2 in front and 3 in back. There is a D ring at the right front belt loop.

**Buttons/Zippers/Snaps:**

YKK Zipper  
 PRYM Snap

**Stitching, Pressing & Finishing:**

Short must be stitched with matching thread. Short must be cleaned and finished to eliminate loose threads.

**Labels:**

Short must have a care label, size label, country of origin and fiber content label permanently attached to the garment.

**Stock Sizes:**

Short must be available in the following stock sizes: 28 – 54 waist, 6.5” inseam.

**Color:**

5.11 Academy Short must be available in the following colors: OD Green, Khaki.

**Price evaluation/contract award:**

Items 1 – 2 will be calculated in determining the award for this contract.

**South Carolina Department of Natural Resources Law Enforcement Boating Shorts  
(Estimated Quantities Only/Not obligated to purchase)**

LINE ITEM	COMMODITY/SERVICE DESC	QTY.	U/M	SC	US	UNIT PRICE	EXTENDED PRICE
0001	5.11 Tactical Shorts complying with all bid specifications herein	300	EA			\$	\$
0002	5.11 Academy Shorts complying with all bid specifications herein	300	EA			\$	\$
0003	TOTAL						\$

DELIVERY \_\_\_\_\_ DAYS ARO

INITIAL WARRANTY \_\_\_\_\_ DAYS

**Items Bid****Manufacturer****Lot #****ITEM 1****ITEM 2**

\_\_\_\_\_

\_\_\_\_\_

**Bidder's Information****Name** \_\_\_\_\_**Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_**Email** \_\_\_\_\_